

PI5000037038

Florida Department of State
Division of Corporations
Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

((H17000130681 3)))



H170001306813ABC.

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To:

Division of Corporations
Fax Number : (850)617-6380

From:

Account Name : CORPORATE CREATIONS INTERNATIONAL INC.
Account Number : 110432003053
Phone : (561)694-8107
Fax Number : (561)694-1639

MAY 15 2017

R. WHITE

Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.

Email Address: _____

RECEIVED

17 MAY 12 AM 7:42

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

MERGER OR SHARE EXCHANGE
Chubby Monday Entertainment Inc.

Certificate of Status	0
Certified Copy	0
Page Count	05
Estimated Charge	\$70.00

17 MAY 12 PM 9:07

17 MAY 12 AM 9:07

**AGREEMENT OF MERGER BETWEEN CHUBBY MONDAY ENTERTAINMENT, INC.
AND CHUBBY MONDAY ENTERTAINMENT INC.**

THIS AGREEMENT OF MERGER ("Agreement") is entered into as of this 31st day of May, 2017, between CHUBBY MONDAY ENTERTAINMENT, INC., a California corporation ("Disappearing Entity"), and CHUBBY MONDAY ENTERTAINMENT INC., a Florida corporation ("Surviving Entity").

RECITALS

A. Disappearing Entity is a corporation organized under the laws of the State of California, validly existing and in good standing, which filed Articles of Incorporation with the California Secretary of State on February 20, 2013, with California Secretary of State file number C3535201. The sole shareholder of Disappearing entity Peter Amato and Clarice Cascio, husband and wife, as community property ("Amato").

B. Surviving Entity is a corporation organized under the laws of the State of Florida, validly existing and in good standing, which filed its Certificate of Incorporation with the Florida Secretary of State on April 24, 2017 with California Secretary of State file number P17000037058. The sole shareholder of the Surviving Entity is Peter Amato.

C. The parties intend that Disappearing Entity merge with and into Surviving Entity (the "Merger") under the terms and conditions set forth in this Agreement and the applicable provisions of California law.

D. The parties desire to enter into this Agreement to set forth certain provisions relating to consummation of the Merger.

NOW, THEREFORE, in consideration of these premises and of the mutual provisions contained in this Agreement, the parties agree as follows:

ARTICLE I: DEFINITIONS

For purposes of this Agreement, the following terms shall have the meanings specified:

1.1 "Capital Stock" shall mean the outstanding shares of common stock of the Surviving Entity.

1.2 "Closing" shall mean the closing of the transactions contemplated by this Agreement.

1.3 "Code" shall mean the California Corporations Code, as amended from time to time.

1.4 "Effective Date" shall mean the date when this Agreement is properly filed with the California Secretary of State.

1.5 "Board of Directors" shall mean the board of directors of Surviving Entity.

ARTICLE II: THE MERGER

2.1. Closing. The Closing shall take place on the Effective Date.

2.2. Consequences of the Merger. On the Effective Date:

- (a) The Merger shall become effective;
- (b) The separate existence of Disappearing Entity shall cease and Disappearing Entity shall be merged with and into Surviving Entity as the Surviving Entity;
- (c) The sole shareholder of Disappearing Entity shall become a shareholder of Surviving Entity;
- (d) The Surviving Entity shall be governed by the Board of Directors; and
- (e) The Merger shall have all the effects provided by applicable law, including without limitation Section 1107 of the Code, which provides in pertinent part that:
 - (i) Surviving Entity shall succeed to all the rights and property of Disappearing Entity, without other transfer, act, or deed, and shall be subject to all the debts and liabilities of Disappearing Entity in the same manner as if Surviving Entity incurred them;
 - (ii) All rights of creditors and all liens on the property of Disappearing Entity shall be preserved unimpaired, provided that such liens shall be limited to the property affected immediately before the Effective Date; and
 - (iii) Any action or proceeding pending by or against Disappearing Entity may be prosecuted to judgment, that shall bind the Surviving Entity may be proceeded against or be substituted in the Disappearing Entity's place.

2.3. Further Acts After Effective Date. If at any time after the Effective Date, Surviving Entity considers or is advised that any other actions or things are necessary or desirable (a) to vest, perfect, or confirm of record or otherwise in Surviving Entity its right, title, or interest in, to, or under any of the rights, properties, or assets of Disappearing Entity or (b) to otherwise carry out this Agreement, the Shareholder of Surviving Entity is authorized, in the name and on behalf of Disappearing Entity, to execute and deliver all such things and to take and do all such actions as may be necessary or desirable to vest, perfect, or confirm in Surviving Entity all rights, title and interests in, to, and under such rights, properties, or assets or to otherwise carry out this Agreement.

ARTICLE III: THE MERGER ARTICLES OF INCORPORATION AND BYLAWS

3.1. Articles of Incorporation. Surviving Entity's Articles of Incorporation in effect immediately before the Effective Date shall be the Articles of Incorporation of Surviving Entity.

3.2. Bylaws. Surviving Entity's Bylaws as amended and in effect on the effective date shall continue to be its Bylaws without change as a result of the merger.

ARTICLE IV: MANNER AND BASIS OF CONVERTING CAPITAL STOCK

4.1. Conversion of Equity Interests in Disappearing Entity. As of the Effective Date, by virtue of the Merger and without any action by any shareholder, all the shares of Disappearing Entity outstanding immediately prior to the effective date shall be converted into One Thousand (1,000) fully paid and non-assessable shares of Surviving Entity's common stock. The shares of Surviving Entity's Capital Stock outstanding immediately prior to the merger shall not be changed by reason of the merger.

4.2. Exchange of Certificates. On or after the Effective Date, Surviving Entity shall issue shares of its common stock representing the One Thousand (1,000) shares to which the sole shareholder of the Disappearing Entity is entitled.

ARTICLE V: CONDITIONS TO SURVIVING ENTITY'S OBLIGATIONS

All obligations of Surviving Entity under this Agreement are subject to the satisfaction, at or before the Closing, of each of the following conditions:

5.1. Agreement. Disappearing Entity shall have delivered to Surviving Entity duly executed copies of this Agreement.

5.2. Consents and Approvals. Disappearing Entity and Surviving Entity shall have obtained all consents and approvals of third parties (including governmental authorities) required for Disappearing Entity and Surviving Entity to consummate the transactions contemplated by this Agreement, and no third party shall have withdrawn from or suspended any material license, permit, or contractual right of Disappearing Entity.

5.3. Shareholder Approval. This Agreement and the transactions contemplated by this Agreement shall have been approved by joint written unanimous consent of the shareholders and the Board of Directors of the Surviving Entity.

5.4. No Outstanding Options. Immediately before the Closing, there shall be no options, warrants, or other securities or agreements outstanding for the purchase of any interest in Disappearing Entity.

5.5. Other Legal Requirements. All statutory and other legal requirements for the valid consummation of the Merger shall have been fulfilled, including without limitation all requirements regarding notice to creditors of the bulk transfers contemplated by this Agreement. No law or regulation shall have passed or been enacted that would prevent the consummation of the transactions contemplated by this Agreement.

ARTICLE VI: CONDITIONS TO DISAPPEARING ENTITY'S OBLIGATIONS

The obligations of Disappearing Entity under this Agreement are subject to the satisfaction, at or before the Closing, of the following conditions:

6.1. Agreement. The requisite shareholders of Disappearing Entity shall have delivered to Disappearing Entity duly executed copies of this Agreement.

6.2. Shareholder Approval. This Agreement and the transaction contemplated by this Agreement shall have been approved by at least fifty-one percent (51%) of Disappearing Entity's issued shares entitled to vote on or consent in writing to the Merger.

ARTICLE VII: TERMINATION AND ABANDONMENT OF REORGANIZATION

7.1. Termination by Mutual Consent. This Agreement may be terminated at any time before the Closing by the mutual written consent of Disappearing Entity and Surviving Entity.

7.2. Effect of Termination. If this Agreement is terminated under this Article VII:

(a) This Agreement shall become void and of no further force or effect, with no liability or obligation on the part of Surviving Entity or Disappearing Entity, except that nothing in this provision shall relieve any party of any liability for willful breach of this Agreement;

(b) The Merger may be abandoned; and

(c) Surviving Entity and Disappearing Entity shall each bear its own costs associated with this Agreement and all transactions contemplated by this Agreement.

ARTICLE VIII: MISCELLANEOUS

8.1. Headings. The headings in this Agreement are included for convenience only and shall affect neither the construction nor interpretation of any provision in this Agreement or any of the rights or obligations of the parties to this Agreement.

8.2. Binding Nature. This Agreement shall be binding on and inure to the benefit of the parties hereto.

8.3. Applicable Law. This Agreement shall be governed by California law. The parties shall submit any dispute to the jurisdiction of the federal and state courts of the State of California.

IN WITNESS WHEREOF, the undersigned have caused this Agreement of Merger to be executed as of the date first set forth above.

DISAPPEARING ENTITY:

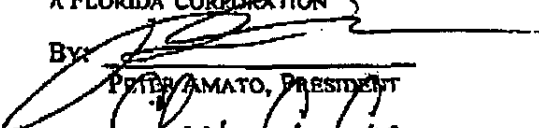
CHUBBY MONDAY ENTERTAINMENT, INC.
A CALIFORNIA CORPORATION

By: 
PETER AMATO, PRESIDENT

By: 
CLARICE CASCIO, SECRETARY

SURVIVING ENTITY:

CHUBBY MONDAY ENTERTAINMENT INC.
A FLORIDA CORPORATION

By: 
PETER AMATO, PRESIDENT

By: 
CLARICE CASCIO, SECRETARY